

DEER PARK PAINT & BODY  
Plaintiff  
vs.  
STATE FARM AUTOMOBILE  
INSURANCE COMPANY  
Defendant

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RECEIVED  
IN THE JUSTICE OF THE PEACE  
COURT HOLLY WILLIAMSON  
JP 8-1 HARRIS COUNTY  
PRECINCT 8, PLACE 4  
2019 SEP -3 PM 4:23  
HARRIS COUNTY, TEXAS

PLAINTIFFS RESPONSE TO REQUEST FOR PRETRIAL DISCOVERY

1. The Plaintiff has no objection to Pretrial Discovery.
2. The Plaintiff would request the same as Defendant.
3. The plaintiff would request Disclosure, Admission and Production listed below.
4. Request for Disclosure, Production and/or Admission.
  - a. The appraiser who wrote the original estimates or supplements on each claim number on this case. What training each appraiser received and/or work experience repairing a vehicle after an accident.
  - b. The Industry Software Company used in each of the claims in this case.
  - c. The profile of the estimating software used in writing the estimate on each of the claims in this case.
  - d. How does State Farm include the P Page requirements into the estimating software used in writing estimates in this case?
  - e. How does State Farm include the manufacturers specifications for collision repair in the estimating software used in writing estimates?
  - f. What requirements did State Farm ask the software company to put into the estimating software or profile used in each claim in this case for writing the estimates?
  - g. How does State Farm compute the labor rates in the estimates in this case for all the claims and the documents to back it up?
  - h. Under the Tx Ins Code 1952.301, it states an insurer may not (1) specify the brand, type, kind, age, vendor, supplies, or condition of parts or products that may be used to repair the vehicle. State Farm has done this on every estimate in this case, WHY, as it is against the Insurance Code 1952.301?
  - i. Under Tx Ins Code 1952.307 (1) and (2) was the insured or claimant in any claim on this case notified of any limitation or written consent described in Section 1952.301 (a).
  - j. How does State Farm define "reasonable and customary"?
  - k. How does State Farm define "prevailing rate in the market area"?
  - l. How does State Farm define "pre-accident condition"?

Respectfully Submitted,  
Cernosek Enterprises

By 

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Certificate of Service

This is to certify that on September 3, 2019 a true and correct copy of the foregoing was served on defendants Attorney by email, bccampbell@belaw.com